

DYNAMIC MOTION SIMULATOR

STANDARD EQUIPMENT

TERMS AND CONDITIONS

STANDARD EQUIPMENT TERMS AND CONDITIONS  
FOR DYNAMIC MOTION SIMULATOR

1. Definitions: The following terms used herein have the following meaning:

1.1 "DMS": "DMS" means an invention known as Dynamic Motion Simulator owned by Showscan Film Corporation ("Showscan") and Intamin Corporation, Inc., Est. ("Intamin") for which said parties have received U.S. Patent Nos. 4,752,065 and 4,798,376 which invention incorporates motion control seats synchronized to the Showscan® Process to create simulated environments, e.g., roller coaster rides, car chases, runaway trains, skiing and the like.

1.2 "Equipment":

(a) "Equipment" means the hydraulically actuated seats (and related pumps, control valves, servo system and safety bar) (collectively termed the "Intamin Equipment") and the motion picture projection and/or sound equipment collectively termed the "Showscan Equipment") leased or sold by Seller to Buyer for use in connection with the use of the Showscan Process in any DMS.

(b) "Electronic Projector" means a projector (included within the term "Showscan Equipment" in (a) above), which utilizes an invention owned by Showscan Film Corporation under U.S. Patent No. 4,697,896 (October 6, 1987) which transports and rewinds film through the projector at varying rates of speed, including rates of speed capable of exhibiting the Seller Process.

1.3 "Site": "Site" means the location at which each DMS covered hereby is located.

1.4 "DMS Planning Manual": "DMS Planning Manual" means the manual, a copy of which is attached hereto as Exhibit A, which contains generic architectural, structural, electrical, acoustical, environmental and mechanical performance specifications and/or requirements for the facility, booth, and projection, sound and seat systems.

1.5 "Dollars," "\$" or "Swiss Francs": References to "Dollars" or "\$" are references to United States dollars unless otherwise qualified. Swiss francs are separately identified.

2. DMS:

2.1 Preparation of Site Drawings: As soon as possible hereafter, Buyer will provide Seller with drawings containing architectural, structural, electrical and mechanical information for the Site (the "Buyer's Drawings"). At Buyer's expense, Seller will provide necessary design and planning services to prepare a set of drawings fixing and illustrating the Equipment within the Buyer's Drawings (the "Seller Design Drawings"). Buyer shall incorporate the information shown in the Seller Design Drawings into its construction drawings for the Site ("Construction Drawings"). Buyer shall submit the Construction Drawings to Seller for confirmation of their conformance to the Seller Design Drawings.

2.2 Preparation of Site: Buyer shall construct the necessary facility for the DMS at the Site in accordance with a schedule of construction which will be provided to Seller as soon as possible hereafter. The Site shall be completed and ready for installation prior to installation of the Equipment intended for the Site. Construction of the facility shall be considered completed only when all construction work is done and the facility is in a clean, dust-free, temperature-controlled condition. Buyer will notify Seller two weeks before the facility will be in the condition described in the previous sentence of this paragraph, and Seller agrees that as soon as practical thereafter (but no later than one week after such notice) it or its designee shall inspect the facility and determine if it conforms generally to the DMS Planning Manual and subsequent project drawings and specifications. If the Site does not conform, Buyer shall cure such deficiencies as soon as practicable to comply therewith and agrees to pay all of Seller's prevailing fees and expenses in making additional inspections.

2.3 Equipment:

(a) Seller shall sell to Buyer the Equipment referred to in Exhibit B attached hereto and by this reference made a part hereof. The supplying of such equipment shall be subject to any terms or conditions outlined in Exhibit B.

(b) The delivery terms for the Equipment shall be ex factory, Europe in the case of the Intamin Equipment, and Culver City, California, U.S.A., in the case of the Showscan Equipment. Buyer shall have the risk of loss when the delivery terms for the Equipment have been satisfied and shall be responsible for all shipping costs, insurance while in transit, all customs clearances and duties, if any, with respect to importation of the Equipment; any delays in clearances shall result in an automatic delay in Seller's installation obligations hereunder.

2.4 Installation of Equipment:

(a) The installation of the Equipment at the Site shall be done by Buyer (and at Buyer's expense), however, Seller will notify Buyer in writing as to what equipment and personnel will be required for installation. If requested by Buyer, Seller shall also provide an on-site team throughout the entire installation period to advise Buyer on installation matters and to test and adjust all equipment at the Site and to train Buyer's personnel in connection therewith.

(b) Any delays in completion of construction or finishing of the facility or other matters outside of Seller's control shall result in automatic delay in installation of Equipment, and Seller shall have no responsibility or liability with respect to any such delays.

3. Patent and Trademark Licenses, Etc.:

3.1 DMS Patent:

(a) Seller will provide Buyer with a nonexclusive, non-transferable license during the term hereof to use the DMS patent described above (the "DMS License") only at the Site and in connection with the DMS covered hereunder. Such license will be as described in the Standard License Terms and Conditions for Dynamic Motion Simulators (the "License Terms").

(b) Any breach by the Buyer of the DMS License and any attempted use by Buyer or any party acting in its authority of the DMS Patent other than at said Site during the term of the license shall be a material breach hereof.

3.2 Electronic Projector: Buyer acknowledges that Showscan is the exclusive owner of the invention described above used in the Electronic Projector (U.S. Patent No. 4,697,896). Seller will provide Buyer with a non-exclusive, non-transferable license to use the Electronic Projector only at the Site and in connection with the DMS hereof. Such license will be as described in the License Terms.

4. Letter of Credit: Buyer shall provide Seller with two irrevocable letters of credit; one denominated in Swiss francs and issued in an amount equal to sixty percent (60%) of the Intamin amount, and one denominated in U.S. dollars and issued in an amount equal to sixty-five percent (65%) of the Showscan amount, to be issued by a major international bank (to be approved by Seller). Fifty-five percent (55%) shall be payable in total or in installments as the Showscan Equipment and the Intamin Equipment is shipped, FOB Showscan Los Angeles (or, in case of Intamin equipment, FOB Europe) (the installments shall be established by Seller and shall bear reasonable relationship of items shipped to total shipments to be made, it being agreed that Seller's determination shall be final and notice thereof shall be binding upon the bank issuing the letters of credit) against draft commercial invoice, packing list and a duly executed receipt acknowledging the transfer of possession of the Equipment from Showscan (or Intamin, as the case may be) to a trucking or shipping firm representing Buyer immediately upon each shipment of items of the Equipment (but in no event will be later than a date to be agreed to by Seller and Buyer). The remaining five percent (5%) shall be payable upon completion of installation as certified by Seller (but in no event will be later than a date to be agreed to by Seller and Buyer). The letters of credit provided for herein shall be in form and substance acceptable to Seller and Seller's bank, shall be issued within fifteen (15) days and shall remain open for a period of one year or until completion of installation of the Equipment if earlier or later. While they are open, the letters of credit, among other things, will remain valid, negotiable and irrevocable. All costs incurred by Buyer to secure the

letter of credit will be borne solely by Buyer. If Buyer insists on using an issuing bank for the letter of credit which does not have offices in Switzerland and Los Angeles, California, then Buyer will pay all charges associated with Seller obtaining advising and confirming banks for the letters of credit in those locations. Failure to timely obtain the letter of credit referred to herein shall be a material breach hereof.

4.3 Other Provisions re: Payment:

(a) All cash payments due hereunder shall be made by wire transfer of immediately available funds as set forth in Exhibit C.

(b) All payments due hereunder shall be net of any governmental withholding tax or similar tax. If for any reason any government imposes a withholding tax or turnover tax upon funds to be transmitted hereunder, then and in such event all of the amounts specified above shall be increased to a gross amount which, when reduced by such tax, equals the amounts specified above.

5. Permits: Buyer shall be responsible for obtaining all necessary building permits, operating permits, licenses or other approvals from any governmental authority with respect to the building, installation and operation of the facility at the Site.

6. Seller's Representations:

Seller hereby represents and warrants that:

(a) Seller shall assemble its own components of the Equipment for shipment and shall ensure that the same will be sufficiently and adequately packaged, crated and otherwise protected in accordance with the best practices of the trade for shipment by shipping inland transportation or by sea, or air as may be required, to the Site.

(b) The Equipment shall be delivered to Buyer free and clear of all liens, charges and encumbrances except that Seller may assign to a third party or parties the unpaid portion of any payments due hereunder.

(c) (i) Seller warrants the workmanship and components of its own Equipment against defects (exclusive of normal wear) for a period of six (6) months from the date of first public showing (or one (1) year from the date of the shipment of the Equipment, if earlier) if installed, operated and maintained according to Seller instructions and specified in Seller operations and maintenance manuals. Seller's responsibility in a warranty situation shall be to provide the components necessary to correct the defect after written notice thereof by Buyer to Seller.

(ii) Notwithstanding the foregoing, Seller makes no warranty hereunder nor shall any warranty implied or expressed with respect to elements of the Equipment manufactured by other than Seller. All normal warranties and guarantees (including Showscan or Intamin, whichever is not the Seller) for the components provided by vendors and manufacturers shall be passed on to the Buyer and submitted with the manuals.

(iii) This warranty does not apply if the equipment has been damaged by accident, misuse or misapplication; has been modified without the written permission of Seller or the other vendors and manufacturers of components.

(iv) Costs for installation, freight, customs clearance, brokerage and all charges associated therewith for any parts replaced, are the responsibility of Buyer.

7. Force Majeure:

7.1 Force Majeure Defined: The term "force majeure" as used herein means any act of God, force majeure, war, blackout, air raid, air raid alarm, act of public enemy, riot, epidemic, fire, casualty, lockout, labor dispute, strike or theft thereof, order or decree of any governmental agency or tribunal, withdrawal of any governmental consent or approval, failure of technical facilities, embargo, lack of materials, delays in shipments or any other similar or dissimilar contingency beyond the control of the parties.

7.2 Force Majeure--Consequences: If either party hereto shall be delayed in or fail to perform its obligations hereunder by reason of force majeure, then such delay shall not constitute a breach or default hereof, and the terms hereof relative to performance shall be deemed suspended during the continuance of any such force majeure event; provided, however, that if any force majeure event should continue for ninety (90) consecutive days or more, either party may, by written notice to the other, terminate the term of the licenses granted hereunder.

8. Other Provisions:

8.1 Assignment: The Buyer's rights hereunder may not be assigned by Buyer to any third party without the prior written consent of Seller. Seller may assign its obligations hereunder, but any such assignment shall be subject to the rights of the Buyer hereunder and shall not operate to relieve Seller of any of its obligations.

8.2 Notices: All notices or demands shall be in writing and shall be served personally, telegraphically (or by telefax), or by express or certified mail at the respective addresses of the parties hereto set forth elsewhere herein, or any such other addresses as may be designated in writing by certified or registered mail by either party. Service shall be deemed conclusively made at the time of service if personally served, at the time that the telegraphic agency confirms to the sender delivery thereof to the addressee if served telegraphically, at the time of receipt of the copy if telefaxed, twenty-four (24) hours after deposit thereof in the mail, properly addressed and postage prepaid, return receipt requested, if served by express mail, and five (5) days after deposit thereof in the mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

8.3 Waiver: A waiver by either party of any of these terms or conditions in any one instance shall not be construed to be a waiver of such term or condition for the future, or any subsequent breach thereof; all remedies, rights, undertakings, obligations and agreements contained herein shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

8.4 Construction: These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the jurisdiction wherein the defendant in any litigation between the parties is domiciled, and the parties hereto consent to and agree to submit to the process and proceedings of the courts of such jurisdiction, and each party agrees that service of process may be effected by mail (certified or registered mail, return receipt requested), to or by personal service upon such party (or any officer of a corporate party) at such party's address set forth herein or such other address as such party may specify in writing.

Wherever the context herein requires it, each gender shall be deemed to embrace and include the others, and the singular shall be deemed to embrace and include the plural.

8.5 Severability of Provisions: If any provision hereof as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provisions hereof, the application of such provision in any other circumstances or the validity or enforceability hereof.

8.6 Entire Understanding: These Standard Terms and Conditions and the Letter Agreement to which this is attached contain the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated orally.

8.7 Successors and Assigns: Except where expressly provided to the contrary, all provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, and licensees.

8.8 Paragraph Titles: The titles of the paragraphs herein are for convenience only and shall not in any way affect the interpretation of any paragraphs hereof.

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(b) The delivery terms for the Equipment shall be ex factory, Europe in the case of the Intamin Equipment, and Culver City, California, U.S.A., in the case of the Showscan Equipment. Buyer shall have the risk of loss when the delivery terms for the Equipment have been satisfied and shall be responsible for all shipping costs, insurance while in transit, all customs clearances and duties, if any, with respect to importation of the Equipment; any delays in clearances shall result in an automatic delay in Seller's installation obligations hereunder.

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3. Patent and Trademark Licenses, Etc.:

3.1 DMS Patent:

(a) Seller will provide Buyer with a nonexclusive, non-transferable license during the term hereof to use the DMS patent described above (the "DMS License") only at the Site and in connection with the DMS covered hereunder. Such license will be as described in the Standard License Terms and Conditions for Dynamic Motion Simulators (the "License Terms").

(b) Any breach by the Buyer of the DMS License and any attempted use by Buyer or any party acting its authority of the DMS Patent other than at said Site during the term of the license shall be a material breach hereof.

3.2 Electronic Projector: Buyer acknowledges that Showscan is the exclusive owner of the invention described above used in the Electronic Projector (U.S. Patent No. 4,697,896). Seller will provide Buyer with a non-exclusive, non-transferable license to use the Electronic Projector only at the Site and in connection with the DMS hereof. Such license will be as described in the License Terms.

4. Letter of Credit: Buyer shall provide Seller with two irrevocable letters of credit; one denominated in Swiss francs and issued in an amount equal to sixty percent (60%) of the Intamin amount, and one denominated in U.S. dollars and issued in an amount equal to sixty-five percent (65%) of the Showscan amount, to be issued by a major international bank (to be approved by Seller). Fifty-five percent (55%) shall be payable in total or in installments as the Showscan Equipment and the Intamin Equipment is shipped, FOB Showscan Los Angeles (or, in case of Intamin equipment, FOB Europe) (the installments shall be established by Seller and shall bear reasonable relationship of items shipped to total shipments to be made, it being agreed that Seller's determination shall be final and notice thereof shall be binding upon the bank issuing the letters of credit) against draft commercial invoice, packing list and a duly executed receipt acknowledging the transfer of possession of the Equipment from Showscan (or Intamin, as the case may be) to a trucking or shipping firm representing Buyer immediately upon each shipment of items of the Equipment (but in no event will be later than a date to be agreed to by Seller and Buyer). The remaining five percent (5%) shall be payable upon completion of installation as certified by Seller (but in no event will be later than a date to be agreed to by Seller and Buyer). The letters of credit provided for herein shall be in form and substance acceptable to Seller and Seller's bank, shall be issued within fifteen (15) days and shall remain open for a period of one year or until completion of installation of the Equipment if earlier or later. While they are open, the letters of credit, among other things, will remain valid, negotiable and irrevocable. All costs incurred by Buyer to secure the

letter of credit will be borne solely by Buyer. If Buyer insists on using an issuing bank for the letter of credit which does not have offices in Switzerland and Los Angeles, California, then Buyer will pay all charges associated with Seller obtaining advising and confirming banks for the letters of credit in those locations. Failure to timely obtain the letter of credit referred to herein shall be a material breach hereof.

#### 4.3 Other Provisions re: Payment:

(a) All cash payments due hereunder shall be made by wire transfer of immediately available funds as set forth in Exhibit C.

(b) All payments due hereunder shall be net of any governmental withholding tax or similar tax. If for any reason any government imposes a withholding tax or turnover tax upon funds to be transmitted hereunder, then and in such event all of the amounts specified above shall be increased to a gross amount which, when reduced by such tax, equals the amounts specified above.

5. Permits: Buyer shall be responsible for obtaining all necessary building permits, operating permits, licenses or other approvals from any governmental authority with respect to the building, installation and operation of the facility at the Site.

#### 6. Seller's Representations:

Seller hereby represents and warrants that:

(a) Seller shall assemble its own components of the Equipment for shipment and shall ensure that the same will be sufficiently and adequately packaged, crated and otherwise protected in accordance with the best practices of the trade for shipment by shipping inland transportation or by sea, or air as may be required, to the Site.

(b) The Equipment shall be delivered to Buyer free and clear of all liens, charges and encumbrances except that Seller may assign to a third party or parties the unpaid portion of any payments due hereunder.

(c) (i) Seller warrants the workmanship and components of its own Equipment against defects (exclusive of normal wear) for a period of six (6) months from the date of first public showing (or one (1) year from the date of the shipment of the Equipment, if earlier) if installed, operated and maintained according to Seller instructions and specified in Seller operations and maintenance manuals. Seller's responsibility in a warranty situation shall be to provide the components necessary to correct the defect after written notice thereof by Buyer to Seller.

(ii) Notwithstanding the foregoing, Seller makes no warranty hereunder nor shall any warranty implied or expressed with respect to elements of the Equipment manufactured by other than Seller. All normal warranties and guarantees (including Showscan or Intamin, whichever is not the Seller) for the components provided by vendors and manufacturers shall be passed on to the Buyer and submitted with the manuals.

(iii) This warranty does not apply if the equipment has been damaged by accident, misuse or misapplication; has been modified without the written permission of Seller or the other vendors and manufacturers of components.

(iv) Costs for installation, freight, customs clearance, brokerage and all charges associated therewith for any parts replaced, are the responsibility of Buyer.

#### 7. Force Majeure:

7.1 Force Majeure Defined: The term "force majeure" as used herein means any act of God, force majeure, war, blackout, air raid, air raid alarm, act of public enemy, riot, epidemic, fire, casualty, lockout, labor dispute, strike or theft thereof, order or decree of any governmental agency or tribunal, withdrawal of any governmental consent or approval, failure of technical facilities, embargo, lack of materials, delays in shipments or any other similar or dissimilar contingency beyond the control of the parties.

7.2 Force Majeure--Consequences: If either party hereto shall be delayed in or fail to perform its obligations hereunder by reason of force majeure, then such delay shall not constitute a breach or default hereof, and the terms hereof relative to performance shall be deemed suspended during the continuance of any such force majeure event; provided, however, that if any force majeure event should continue for ninety (90) consecutive days or more, either party may, by written notice to the other, terminate the term of the licenses granted hereunder.

8. Other Provisions:

8.1 Assignment: The Buyer's rights hereunder may not be assigned by Buyer to any third party without the prior written consent of Seller. Seller may assign its obligations hereunder, but any such assignment shall be subject to the rights of the Buyer hereunder and shall not operate to relieve Seller of any of its obligations.

8.2 Notices: All notices or demands shall be in writing and shall be served personally, telegraphically (or by telefax), or by express or certified mail at the respective addresses of the parties hereto set forth elsewhere herein, or any such other addresses as may be designated in writing by certified or registered mail by either party. Service shall be deemed conclusively made at the time of service if personally served, at the time that the telegraphic agency confirms to the sender delivery thereof to the addressee if served telegraphically, at the time of receipt of the copy if telefaxed, twenty-four (24) hours after deposit thereof in the mail, properly addressed and postage prepaid, return receipt requested, if served by express mail, and five (5) days after deposit thereof in the mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail.

8.3 Waiver: A waiver by either party of any of these terms or conditions in any one instance shall not be construed to be a waiver of such term or condition for the future, or any subsequent breach thereof; all remedies, rights, undertakings, obligations and agreements contained herein shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

8.4 Construction: These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the jurisdiction wherein the defendant in any litigation between the parties is domiciled, and the parties hereto consent to and agree to submit to the process and proceedings of the courts of such jurisdiction, and each party agrees that service of process may be effected by mail (certified or registered mail, return receipt requested), to or by personal service upon such party (or any officer of a corporate party) at such party's address set forth herein or such other address as such party may specify in writing.

Wherever the context herein requires it, each gender shall be deemed to embrace and include the others, and the singular shall be deemed to embrace and include the plural.

8.5 Severability of Provisions: If any provision hereof as applied to either party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provisions hereof, the application of such provision in any other circumstances or the validity or enforceability hereof.

8.6 Entire Understanding: These Standard Terms and Conditions and the Letter Agreement to which this is attached contain the entire understanding of the parties hereto relating to the subject matter herein contained, and this Agreement cannot be changed, rescinded or terminated orally.

8.7 Successors and Assigns: Except where expressly provided to the contrary, all provisions hereof, shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns, and licensees.

8.8 Paragraph Titles: The titles of the paragraphs herein are for convenience only and shall not in any way affect the interpretation of any paragraphs hereof.

DYNAMIC MOTION SIMULATOR

EXHIBIT A-1

FILM LIBRARY

**DYNAMIC MOTION SIMULATOR**  
**Thrill Rides and Adventures**

**Roller Coaster**

All the shakes and screams of the real thing. Sit back as you and your friends plummet down one of the world's largest roller coasters. And try to relax.

**Monte Carlo Raceway**

Speed down a narrow mountain road while making spine-tingling turns. Your confidence will grow when suddenly you are buried in a snowbank.

**Runaway Train**

A train rages brakeless down a mountain slope while you wonder if there is a way to stop it.

**Dune Buggy Highlights**

A bouncy and gritty ride through the dunes while you leave your friends in the dust.

**Skier**

Take a refreshing run down a world class slope. Take a jump in the mountain air and land in the softest powder in the world.

**Police Car Chase**

Life in the fast lane as you join a high speed pursuit through treacherous mountain passes.

**River Rafting**

Suit up for a wet and wild surge in roaring rapids.

DYNAMIC MOTION SIMULATOR

EXHIBIT B

PROPOSAL AND  
EQUIPMENT LIST

EXHIBIT B

SHOWSCAN EQUIPMENT LIST  
DYNAMIC MOTION SIMULATOR - 45 SEAT UNIT

PROJECTION EQUIPMENT

QUANTITY	DESCRIPTION
2	ELECTRONIC PROJECTORS
2	LAMPHOUSE, 7KW, SHOWSCAN MODIFIED
2	LENS SYSTEM, 70MM
2	BULB, XENON, 7KW
1	SCREEN & FRAME
4	REEL, 22"
1	MISCELLANEOUS ELECTRICAL INTERFACE CABLES
2	MISCELLANEOUS POWER CONVERSION POWER CONDITIONER

PROJECTION SPARE PARTS

QUANTITY	DESCRIPTION
1	SET 45 DEGREE MIRRORS
1	BULB, XENON, 7KW
1	REEL, 22"
	SPARE PARTS FOR ELECTRONIC PROJECTOR

EQUIPMENT LIST SUBJECT TO CHANGE UPON FINAL REVIEW OF  
DRAWINGS.

SHOWSCAN EQUIPMENT LIST  
 DYNAMIC MOTION SIMULATOR - 45 SEAT UNIT

SOUND EQUIPMENT

QUANTITY	DESCRIPTION
1	BOOTH MONITOR
1	BOOTH MONITOR SPEAKER
1	CASSETTE DECK
1	MASTER VOLUME CONTROL & SWITCHING
2	MAGNETIC HEAD, 60 FPS
10	MAGNETIC PRE AMPLIFIER
2	PRE AMPLIFIER POWER SUPPLY
1	EXTENDER CARD
2	MODEL 365 SR NOISE REDUCTION UNITS
2	TALL RACKS
3	CROSSOVERS, RANE AC-22
6	AMPLIFIERS, BGW 750-E
4	EQUALIZERS, RANE ME-30
1	POWER SUPPLY, RANE
2	SPEAKER, SCREEN, LT-RT, JBL
4	SPEAKER, SURROUND, RENKUS
4	SPEAKER, SUB-BASS, INTERSONICS
2	LIGHT MODULE
1	PA PRE AMP/MICROPHONE SYSTEM
1	SPEAKER DISTRIBUTION PANEL
	MISCELLANEOUS POWER CONVERSION
	CABLES

EQUIPMENT LIST SUBJECT TO CHANGE UPON FINAL REVIEW OF DRAWINGS.

SHOWSCAN EQUIPMENT LIST  
DYNAMIC MOTION SIMULATOR - 45 SEAT UNIT

SHOW CONTROL EQUIPMENT

QUANTITY	DESCRIPTION
1	OPTO 22 INTERFACE
1	POWER SUPPLY
1	PLC
1	IBM COMPUTER AND INTERFACE
2	SET I/O CABLES AND CONNECTORS

OPERATOR CONSOLES

QUANTITY	DESCRIPTION
1	MASTER CONTROL CONSOLE
1	FLOOR CONTROL CONSOLE
2	ASSISTANT OPERATOR CONTROL CONSOLES

BOOTH EQUIPMENT

QUANTITY	DESCRIPTION
1	SPLICER, 70MM
1	EDITING BENCH
1	FLAK JACKET
1	PAIR OF GLOVES
1	FACE SHIELD
1	SPLICING TAPE
1	SENSING TAPE
2	FOOT FRAME COUNTER

EQUIPMENT LIST SUBJECT TO CHANGE UPON FINAL REVIEW OF DRAWINGS.

DYNAMIC MOTION SIMULATOR

EXHIBIT C

PAYMENT PROVISIONS

Exhibit C

Wire Transfer Instructions

All payments to Seller denominated in U.S. dollars shall be made by wire transfer to the following account:

Showscan Film Corporation  
Bank of America NAD  
Corporate Services #5693  
1850 Gateway Boulevard  
Concord, California, U.S.A. 94520

Account Number 12353-11022

All payments to Seller denominated in Swiss francs shall be made by wire transfer to the following account:

Showscan Film Corporation  
Bank of America  
Branch 6014  
Zurich, Switzerland

Account Number 14017-027